

Lakewood Board of Education
Lakewood, New Jersey

Competitive Contracting

Proposal Specifications & General Requirements For

**CHAPTER 193 EVALUATION AND
DETERMINATION SERVICES**

Proposal No: CC 04-1617

Friday, June 3, 2016

Proposal Opening Date

10:00 A.M.

Proposal Opening Time

Opening Location: Lakewood Board of Education
200 Ramsey Avenue
Lakewood, New Jersey 08701

Thaddeus Thompson
School Business Administrator

**LAKEWOOD BOARD OF EDUCATION
REQUEST FOR PROPOSALS
Competitive Contracting**

The Board of Education of Lakewood, New Jersey, solicits proposals for the School Year **2016-2017**:

Proposal No. CC 04-1617 Title: CHAPTER 193 EVALUATION AND DETERMINATION SERVICES

All necessary proposal specifications and proposal forms may be secured upon written request to:

Thaddeus Thompson
School Business Administrator, Board Secretary
Lakewood Board of Education
200 Ramsey Avenue
Fax 732-905-3687
E mail dpiasentini@piners.org

Proposals must be sealed and delivered to the Business Office, Office of the School Business Administrator, Lakewood Public Schools, **on or before** date and time indicated below. The envelope is to bear the following information:

Title: **CHAPTER 193 EVALUATION AND DETERMINATION SERVICES**
Proposal No.: **CC 04-1617**
Name and Address of the Respondent: _____
Date: **Friday, June 3, 2016**
Time: **10:00 A.M.**

The proposal opening process will begin on the above date and time in the Office of the School Business Administrator, Lakewood, New Jersey. Proposals may also be submitted to the School Business Administrator or his designee, prior to the advertised date and time. On the advertised date and time, the School Business Administrator shall publicly receive and open all proposals. **No proposals shall be received after the time designated in the advertisement.** (N.J.S.A. 18A:18A-21(b)). The Board of Education does not accept electronic (e-mail) submission of Competitive Contracting proposals.

All respondents are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq., Affirmative Action Against Discrimination and N.J.A.C. 17:27-1 et seq.

Corporate respondents are required by law (N.J.S.A. 52:25.24.2) to submit a list of names and addresses of all stockholders owning 10% or more of their stock.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be filed with the proposal. The proposal package will also include other documents that must be completed and returned with the proposal. Failure to comply complete and submit all required forms, may be cause for disqualification and rejection of the proposal.

The Board of Education reserves the right to reject any or all proposals pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any informalities.

All proposals solicited and received are done so pursuant to the Competitive Contracting Process. N.J.S.A. 18A:18A-4.1 et seq.

Thaddeus Thompson
School Business Administrator, Board Secretary

ETHICS IN PURCHASING

Statement to Vendors

School District Responsibility

Recommendation of Purchases

It is the desire of the Lakewood Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School district officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et.seq.

Solicitation/Receipt of Gifts – Prohibited

School district officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Lakewood Board of Education or anyone proposing to do business with the Lakewood School District.

Vendor Responsibility

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Lakewood Public School District, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Lakewood Public School District or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Lakewood Public School District, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

Vendor Certification

Vendors or potential vendors will be asked to certify that no official or employee of the Lakewood Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Lakewood Board of Education.

Thaddeus Thompson
School Business Administrator/Board Secretary

**LAKEWOOD BOARD OF EDUCATION
BUSINESS OFFICE
200 Ramsey Avenue
Lakewood, NJ 08701**

TO: All Vendors

UNAUTHORIZED ORDERS

Official Notification

Authorized Purchases

The Lakewood Board of Education only recognizes purchases made through the approved purchase order process. All purchases require a:

Written Purchase Order with authorized signatures and a Purchase Order Number.

Unauthorized Purchases

Any Board of Education employee who orders and/or receives any materials, supplies or services without first going through the approved purchase order process has made an unauthorized purchase.

Vendors' Responsibility

- **Do NOT Honor Requests!**

Vendors are not to honor or accept any requests for goods or services unless the vendor receives a **written purchase order with authorized signatures and a purchase order number.**

- **Contact the Business Office!**

Please alert Diane Piasentini at (732) 364-2400 X7019 if any Board employee attempts to place an order without an authorized purchase order.

- **You will NOT Get Paid!**

The Lakewood Board of Education will not be held responsible for any unauthorized orders or purchases.

Authorized Signatures

The Lakewood Board of Education will only recognize purchase orders signed by:

**Thaddeus Thompson
School Business Administrator,
Board Secretary**

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

ADVISORY INFORMATION FOR RESPONDENTS

1. PROMPTNESS OF PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented in a sealed envelope at the District's Business Office, Office of the School Business Administrator or designee, prior to the advertised date and time fixed for closure of the Proposal period. This will occur promptly for this Proposal on **Friday, June 3, 2016 @ 10:00 A.M.** No extensions or exceptions will be made. The Business Office is opened Monday through Friday from 8:00 am – 4:00 pm according to the school calendar which can be found online. Access to the Administration Building may be delayed because of security clearance. Respondents may also submit proposals to the School Business Administrator or his designee at the proposal opening meeting held in the Administration Conference Room, located at 200 Ramsey Avenue, Lakewood, NJ prior to the advertised proposal opening date and time. Once again, proposals will not be received after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of the Lakewood Board of Education Administration Building is at a premium. ***Allow enough time to locate a parking space.***

Heavy traffic hours by the Board Offices on school days are from 7:00 a.m. to 8:30 a.m., and between 1:40 p.m. and 3:00 p.m., since the High School is adjacent.

3. MAIL

Mail is brought to the Board Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system, by departments. The Business Office routinely receives its mail at approximately 11:30a.m.

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type are usually made from 10:00 a.m. on. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delay in getting Proposals to the Business Office because of security clearance.

5. HAND DELIVER PROPOSALS – SUGGESTED PRACTICE

Keeping the aforementioned items in mind, the Board suggests that respondents arrange to hand deliver their proposal to the Business Office, and personally turn it in to the office of the School Business Administrator before the advertised date and time. **Please understand that Proposals arriving after the advertised date and time for any reason cannot be accepted or opened or considered.**

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

PROPOSAL CHECKLIST

A. Documents to be Returned with Proposal

1. Acknowledgement of Addenda (if applicable)
2. Affirmative Action Questionnaire or Certificate of Employee Information Report
3. Chapter 271 Political Contribution Disclosure Form
4. Contractor/Vendor Questionnaire / Certification
5. Disclosure of Investment Activities in Iran
6. Financial Guarantee and/or Certificate (Consent) of Surety—when required
7. New Jersey Business Registration Certificate
8. Non-Collusion Affidavit
9. Proposal Form
10. Respondent's Comment Form – **Optional**
11. Stockholders' /Partnership Disclosure Affidavit, and Ownership Declaration

The documents listed above when required, are to be submitted with the Proposal package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

B. Reminder Checklist

As a courtesy, the Office of the School Business Administrator has prepared this reminder checklist for items pertaining to this Proposal. The checklist is not considered to be all-inclusive. Respondents are to read and become familiar with all instructions outlined in the Proposal package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered question fully and accurately?		
3. Have you signed all your documents (BLUE INK)? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the Proposal package for your records?		
6. Did you submit a Proposal Guarantee? Consent of Surety? (Only if required)		
7. Did you correctly address the envelope? (Page 1 Item #2)		
8. Have you allowed ample time for the Proposal to reach the Business Office?		

LAKEWOOD BOARD OF EDUCATION

Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701



Competitive Contracting

GENERAL SPECIFICATIONS



Thaddeus Thompson
School Business Administrator
Board Secretary

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

Competitive Contracting
CHAPTER 193 EVALUATION AND DETERMINATION SERVICES

INSTRUCTIONS TO RESPONDENTS

1. PROPOSALS ARE

TO BE SUBMITTED TO: Thaddeus Thompson, School Business Administrator/ Board Secretary
200 Ramsey Avenue, Lakewood, NJ 08701

BY: 10:00 A.M. PREVAILING TIME

ON: Friday, June 3, 2016

by mail, delivery service or in person. Proposals that are submitted are to be sealed and will be unsealed and announced at the proposal opening meeting.

2. Proposals must be placed in a *sealed* envelope/package and marked as shown below on the front of the envelope/package. Proposals ***must be*** submitted on the submittal forms as provided, and in the manner designated. The Board of Education **requires one original** and **five (5) duplicate copies** of the proposal package. The duplicate is necessary for processing the proposals. Respondents should also keep a complete copy of the proposal packet, exactly as submitted.

Envelope Label Information:

District :	Lakewood Board of Education
Proposal No.:	CC 04-1617
<u>CHAPTER 193 EVALUATION AND DETERMINATION SERVICES</u>	
Date:	Friday, June 3, 2016
Time:	10:00 A.M.
Respondent:	Name of Company
	Address
	City, State Zip

Failure to properly label the proposal envelope may lead to the rejection of the proposal!

The Board of Education does not accept electronic (e-mail) submission of bids.

3. PURPOSE

The Lakewood Board of Education is soliciting request for proposals (RFP's) through the Competitive Contracting Process (N.J.S.A. 18A:18A-4.1 et. seq.) for the purpose of entering into contract for CHAPTER 193 EVALUATION AND DETERMINATION SERVICES.

4. AFFIRMATIVE ACTION REQUIREMENTS

Each respondent shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the respondent is operating under an existing federally approved or sanctioned affirmative action program; or
- ii. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C.17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with submission of proposal. However, the Board will accept in lieu of the Questionnaire, the Certificate of Employee Information Report, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

"If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq."

5. AWARD OF CONTRACT; RESOLUTION; NUMBER OF DAYS

Any contract awarded under this process shall be made by resolution of the Board of Education. The award must be made within sixty (60) days of the receipt of the proposals, however subject to extension pursuant to N.J.S.A. 18A:18A-36(a).

6. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all respondents shall submit with their proposal package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification with the proposal package, or prior to the award of contract, will be cause for the rejection of the entire proposal.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

7. CERTIFICATE (CONSENT) OF SURETY ☐ REQUIRED ☒ NOT REQUIRED

When required, each respondent shall submit with its proposal a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the proposal.

Failure to submit or to sign the Certificate (consent) of Surety when required will be cause for disqualification and rejection of proposal.

8. COORDINATION OF ACTIVITIES

The following people will coordinate the activities for this proposal

A. Competitive Contracting Process

Thaddeus Thompson
School Business Administrator
Email: tthompson@piners.org

B. CHAPTER 193 EVALUATION AND DETERMINATION SERVICES

Tobree Mostel
Supervisor of Chapter 192/193 and all New Grants
Email: tmostel@piners.org

9. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Lakewood Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred).

All respondents are required to submit a sworn statement indicating whether or not the respondent is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System—System for Award Management—SAM.gov

10. DOCUMENTS, MISSING/ILLEGIBLE

The respondent shall familiarize himself with all forms* provided by the Board that are to be returned with the proposal. If there are any forms either missing or illegible, it is the responsibility of the respondent to contact Diane Piasentini, Assistant Purchasing Agent, at (732-905-3574) for duplicate copies of the forms. This must be done before the proposal opening date and time. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for the respondent to submit with his proposal.

11. DOCUMENT SIGNATURES – ORIGINAL; BLUE INK

All documents returned to the Board shall be signed with an original signature in ink (BLUE). Failure to sign and return all required documents with the proposal package may be cause for disqualification

and for the proposal to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

*Forms provided by the Board of Education that must be returned with proposal.

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report
- Chapter 271 – Political Contribution Disclosure Form
- Contractor/Vendor Questionnaire and Certification
- Iran - Disclosure of Investment Activities
- Non Collusion Affidavit
- Proposal Form
- Stockholders' Disclosure/ Ownership Declaration

*Please check your RFP package for these forms!

12. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The respondent, by submitting a proposal, acknowledges that he has carefully examined the proposal specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each respondent submitting a proposal for a service contract shall include in his proposal price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the proposal specifications and documents.

13. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

14. FINANCIAL GUARANTEE AND BONDING REQUIREMENTS

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

Financial Guarantee ☐ REQUIRED ☒ NOT REQUIRED

Each Proposal when required shall be accompanied by a bid bond, cashier's check or certified check for ten percent (10%) of the amount of the total contract, but not in excess of \$20,000 (twenty-thousand dollars). This guarantee shall be made payable to the Lakewood Board of Education. Such deposit shall be forfeited upon refusal of a respondent to execute a contract; otherwise, checks shall be returned when the contract is executed. The financial

guarantee check for unsuccessful respondents will be returned as soon after the proposal opening as possible but in no event later than (10) days after the proposal opening.

Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the proposal. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney.

The Lakewood Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be available upon request to the State of New Jersey, Department of Banking and Insurance, CN 325, Trenton, New Jersey 08625.

Failure to submit of failure to sign the financial guarantee if required shall be cause for disqualification and rejection of proposal.

15. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

16. GENERAL CONDITIONS

A. Authorization to Proceed -- Successful Contractor

No service shall be rendered by the successful contractor unless the vendor receives an approved purchase order authorizing the contractor to render the service.

B. Award of Contract

It is the intention of the Lakewood Board of Education to award the contract(s) for this proposal pursuant to N.J.S.A. 18A:18A-4.3, 18A:18A-4.4(b), and 18A:18A-4.5(d, e).

C. Contracts

Upon notification of award of contract by the Lakewood Board of Education, the successful vendor(s) shall sign and execute said contract and return it, together with the following:

- Certificate of Liability Insurance with the Lakewood Board of Education names as an additional insured.(If required) or Professional Liability Insurance (If required)
- Affirmative Action Evidence in the form of Certificate of Employee Information Report as issued by the Department of Treasury.
- Other required documents as may be outlined in the proposal specifications.

Within ten (10) days of receipt of notification of award of contract, the executed contracts and related documents shall be returned to:

Thaddeus Thompson
School Business Administrator, Board Secretary
Lakewood Board of Education
200 Ramsey Avenue
Lakewood, NJ 08701

Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the financial security becoming property of the Lakewood Board of Education. The Board of Education reserves the right to accept the proposal of the next lowest responsible respondent.

D. Renewal of Contract; Availability and Appropriation of Funds

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator, Board Secretary, may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and contract renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

E. Term of Contract

The successful respondent, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

F. Purchase Order Required; Notice to Proceed

No contractor or vendor shall commence any project or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

G. Deadline for Submitting Proposals

All proposals shall be addressed to:

Thaddeus Thompson
School Business Administrator, Board Secretary
Lakewood Board of Education
200 Ramsey Avenue
Lakewood, NJ 08701

All proposals are to be received by the Board of Education no later than

**Friday, June 3, 2016
10:00 A.M.**

Failure to properly label the proposal envelope may lead to the rejection of the proposal

Proposals received after the date and time noted shall not be considered or opened.

H. Number of Copies to be Submitted -- One (1) Original; Five (5) Copies

The district requires one (1) original proposal and five (5) copies to be submitted at the proposal date and time.

17. INSURANCE AND INDEMNIFICATION ☒ REQUIRED ☐ NOT REQUIRED

The respondent to whom the contract is awarded for any service work or construction work shall secure, pay the premiums for and keep enforce until the contract expires, insurance of the types and amounts listed below:

General Liability -- \$2,000,000. General Aggregate
\$1,000,000. Products
\$1,000,000. Personal Injury
\$1,000,000. Each Occurrence
\$50,000. Fire Damage
\$5,000. Medical Expense

(A) *Insurance Certificate – When Required*

- a. The contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.
- b. Automobile liability insurance shall be included to cover any vehicle used by the insured.
- c. The certificate holder shall be as follows:

Lakewood Board of Education
c/o Thaddeus Thompson
School Business Administrator, Board Secretary
200 Ramsey Avenue
Lakewood, NJ 08701

- d. Additional Insured Claim -- The contractor must include the following clause on the insurance certificate.

“Lakewood Board of Education is named as an additional insured”

OTHER INSURANCES

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee
<u>Contract Liability</u>	Same as General Liability
<u>Automobile Liability</u>	\$1,000,000 Per Occurrence

(B) *Indemnification*

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorney's fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or

materials supplied under this contract or the performance of services by the contractor under the agreement or by a party for the whole contract is liable. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

The Contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

18. INSURANCE: PROFESSIONAL LIABILITY – CERTIFICATE REQUIRED

☒ **REQUIRED** ☐ **NOT REQUIRED**

The successful respondent to whom the contract is awarded shall provide to the Board of Education with contract documents a Professional Liability Insurance Certificate with the following limits:

\$1,000,000 Each Incident; Occurrence; Wrongful Act
\$3,000,000 Aggregate

The insurance certificate name as to the certificate holder shall be as follows:

The Lakewood Board of Education
c/o The Business Office
200 Ramsey Avenue
Lakewood, NJ 08701

and remain in full force during the term of contract.

19. INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the RFP with care and observe all their requirements. **Recipients of the RFP package will have the option of submitting comments and questions in writing to the appropriate individuals indicated above.** All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the District's representative in response to such comments and questions will be issued by Addenda mailed or delivered to all parties recorded by the District as having received the RFP package. Only comments and questions responded to by formal written Addenda will be binding. Oral interpretations, statements or clarifications will be without legal effect.

No interpretation of the meaning of the specifications will be made to any respondent orally. Every request for such interpretations should be made in writing to the School Business Administrator must be received at least ten (10) days prior to the date fixed for the opening of proposals to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addenda to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the respondents by certified mail or certified fax no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of proposals. All addenda so issued shall become part of the contract document.

20. IRAN DISCLOSURE FORM N.J.S.A. 18A:18A-49.4

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Respondents must review this list prior

to completing the below certification. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

In addition, respondents must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

Failure to complete, sign and submit the Disclosure of Investment Activities in Iran form with the bid shall be cause for rejection of the bid.

21. LIABILITY – COPYRIGHT

The contractor (vendor) shall hold and save the Lakewood Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

22. NON COLLUSION AFFIDAVIT (N.J.S.A. 2A:93-6)

A notarized Non-Collusion Affidavit must be submitted with the proposal package.

23. OPENING OF PROPOSAL – Proposal Number CC 04-1617

All proposals shall be opened on **Friday, June 3, 2016 at 10:00 A.M.** in the Office of the School Business Administrator in the Administration Building located at 200 Ramsey Avenue, Lakewood, NJ 08701. The names and addresses of the respondents submitting proposals will be recorded.

24. PAYMENTS

Every effort will be made to pay vendors and contractors within thirty (30) to sixty (60) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor; and
- Personnel attendance logs; and
- Invoices, and
- All of the information required under Technical Specifications

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract or mandated by N.J.S.A. 18A:18A-40.1. The Board may, at its discretion may make partial payments. All payments are subject to approval by the Board of Education at a public meeting. Payment may be delayed from time to time depending on the Board of Education meeting schedule.

Invoices

The invoice clearly outlines the goods received or services rendered and the date(s) the services were rendered.

- The invoice must include the full name and address of the company.
- The invoice must include the board of education purchase order number.
- The invoice must have the company's invoice number that may be used as reference.
- The invoice must list the dates and time goods or services were rendered

- The invoice must be submitted to the Office of Chapter 192/193 within thirty (30) days of service.

25. PERFORMANCE BOND

☒ **REQUIRED** ☐ **NOT REQUIRED**

When required, the successful vendor shall furnish a Performance, Payment and Completion Bond in a sum of **\$250,000** once the final amount of the Contract becomes known and the Contractor agrees to provide a Performance Bond equal to same which guarantees the faithful performance of the Contract. Failure to provide same may be cause for immediate termination of the Contract. Such bond shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

Successful respondent shall execute formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful respondent within ten (10) days after the receipt by the successful respondent of notice accepting his proposal by the Board.

The Lakewood Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

26. POLITICAL CONTRIBUTION DISCLOSURE STATEMENT – PAY TO PLAY

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

27. POLITICAL CONTRIBUTIONS DISCLOSURE – REQUIREMENTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a)(1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period."

Contributions During Term of Contract – Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2,3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form – Required --N.J.A.C. 6A:23A-6.3 (a) (4)

All respondents shall submit with their RFP package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

28. PRESENTATION AND INTERVIEWS

The Board of Education may at its option, require providers of its choice to attend interviews and make presentations to district officials. This process may only take place after proposals have been opened and reviewed and prior to the completion of the evaluation. **Under no circumstances shall the provisions of the proposal be subject to negotiation—N.J.S.A. 18A:18A-4.5 (b)**

29. PRE-SUBMISSION OF PROPOSAL MEETING

The Lakewood Public School District will not hold a pre-submission of proposal meeting.

30. RESPONDENT'S RESPONSIBILITY FOR PROPOSAL SUBMITTAL

It is the responsibility of the respondent to ensure that their proposal is presented to the Business Office and officially received before the advertised date and time of the proposal. It is understood and agreed upon that any person in the Board of Education will be absolved from responsibility for the premature opening of any proposal not properly labeled and sealed.

31. STOCKHOLDERS' DISCLOSURE

All respondents are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement prior to the receipt of the proposal or accompanying the proposal, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or greater interest herein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

32. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, services providers, and all vendors with whom the Board of Education have an executed contract may not subcontract any part of any work done or assign any part of contract for goods or materials for the Board without first receiving written permission from the School Business Administrator.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The Board Business Office may require the following documents to be secured from all approved subcontractors:

- Insurance Certificate as outlined in the proposal specifications;
- Affirmative Action Evidence as outlined in the proposal specifications;
- New Jersey Business Registration Certificate; and
- Other documents as may be required by the Board of Education.

In cases of subcontracting, the Lakewood Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Lakewood Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

33. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et. seq.), and does not pay any sales or use taxes. Respondents should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Lakewood Board of Education.

Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Lakewood Board of Education. All contractors are referred to New Jersey Division of Taxation—Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment.

34. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply same towards damages once established. The Board will act

diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement.

35. WITHDRAWAL OF PROPOSALS

Before The Proposal Opening

The School Business Administrator may consider a written request from a respondent to withdraw a proposal if the written request is received by the School Business Administrator before the advertised time of the proposal opening. Any respondent who has been granted permission by the School Business Administrator to have his/her proposal withdrawn cannot re-submit a proposal for the same advertised proposal project. That respondent shall also be disqualified from future proposals on the same project if the project is re-advertised.

After The Proposal Opening

The Board of Education may consider a written request from a respondent to withdraw a proposal, if the written request is received by the School Business Administrator within five (5) business days after the proposal opening. A request to withdraw a proposal after the specified number of days will not be honored.

The contractor/vendor who wishes to withdraw a proposal must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a proposal after the proposal opening may be reviewed by the School Business Administrator, the Director of Facilities, other interested administrators' and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the proposal withdrawn the contractor/vendor shall be disqualified from quoting on the same project if the project is re-advertised. If the contractor/vendor fails to meet the burden of proof to have the proposal withdrawn, the request to withdraw the proposal will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701



Competitive Contracting

TECHNICAL SPECIFICATIONS



Thaddeus Thompson
School Business Administrator
Board Secretary

193 Evaluation and Determination Services

A. Purpose:

The Lakewood Public School District is seeking proposals from qualified respondents to provide 193 Evaluation and Determination Services to students in the Nonpublic Schools.

B. Scope of Services:

1. Agency/Service Provider shall provide Examination and Classification, including Initial evaluation, Re-evaluation, and Annual Reviews, services to the Board for all eligible children enrolled in non-public schools in the school District, upon receipt of a written request from the Supervisor of 192/193. Such services shall be rendered pursuant to, and in accordance with N.J.S.A. 18A:46-1.1 and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.
2. Initial Evaluations, Re-Evaluations, and Annual Reviews shall be scheduled, completed and provided to the aforementioned individuals/entities in accordance with the regulations prescribed by the New Jersey Administrative Code.
3. The scheduling of the services herein shall be coordinated by the Agency/Service Provider with a confirmation letter forwarded to the parent(s)/legal guardian(s) of the child in question, and the Supervisor of 192/193, at no additional charge.
4. Within the time limits prescribed by the New Jersey Administrative Code, the Agency/Service Provider will create and establish a meeting date to be held in Lakewood, New Jersey, in an appropriate public setting, to discuss the results of the evaluation(s) with written notice provided to the parent(s)/legal guardian(s) of the child in question, the school attended by the child in question, and the Supervisor of 192/193, at no additional charge.
5. The meetings will be held in Lakewood, New Jersey, with written notice provided to the parent(s)/legal guardian(s) of the child in question in accordance with regulations prescribed by the New Jersey Administrative Code, the school attended by the child in question, and the Supervisor of 192/193, at no additional charge.
6. The Agency/Service Provider will prepare, complete, and forward to the Supervisor of 192/193 in a timely fashion to meet district and state deadlines, any and all forms required by the State of New Jersey in a timely fashion, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey.
7. The Agency/Service Provider shall provide, upon request, with such reports and/or documentation/information requested by the Supervisor of 192/193, at no additional charge.
8. In accordance with N.J.A.C 6A:14 any and all evaluations will include, but not be limited to, a functional assessment of academic performances, and, when necessary, appropriate behavior, a structured in-class observation; an interview with the teacher(s) and parent(s)/legal guardian(s) of the child in question, with same being conducted by a duly licensed learning consultant, social worker and/or psychologist, as required by law.
9. The Agency/Service Provider shall provide the name(s) of said individuals within no less than three (3) learning consultants, three (3) social workers and three (3) psychologists who will be utilized to perform the services envisioned herein. The Board retains the absolute right of

discretion as to who shall perform said services and may reject any and all name(s) provided.

10. If required, in addition to an Educational and Psychological Evaluation, the following will be provided at the sum provided by the State of New Jersey Department of Education per case; Neurological, Psychiatric, Audiological, Speech and Language Assessment, Occupational Therapy, Physical Therapy and other evaluations as deemed appropriate.
11. No evaluations will be scheduled without written assurance by the Agency/ Service Provider that the sum to be assessed is in accordance with State guidelines.
12. An Initial Evaluation shall include at least an Educational Assessment and Psychological Assessment with additional assessments as deemed appropriate.
13. A Re-Evaluation shall be completed in accordance with N.J.A.C. 6A:14-3.8.
14. The Board of Education will only approve one (1) reevaluation per three (3) year period above the required reevaluation time frame.
15. Reevaluations must include the following individuals at minimum for the reevaluation planning meeting:
 - i. Parent
 - ii. Regular Education Teacher
 - iii. Special Education Teacher
 - iv. Case Manager
 - v. Therapist
16. If a parent excuses any member of the evaluation team from the eligibility meeting, the letter sent to the parent asking for their consent to excuse that member, must be provided with the service plan and the parents original signature. If this is not provided then the service plan will not be accepted and the case may not be billed. Furthermore, if a member of the team is excused, and does not participate in the Reevaluation planning meeting, that team member cannot request an additional reevaluation within one year of the planning meeting.
17. If a reevaluation is waived, or deemed unnecessary, written consent must be provided to the Board of Education with the service plan. Written consent must be sent to the parent in the written notice of the meeting and must be an original signature. If this is not provided the service plan will be rejected and the evaluation may not be billed.
18. Any early reevaluation request must be accompanied by a letter signed by the parent, stating why the request is being made and include how the student is being academically impacted.
19. An Annual Review shall be completed in accordance with N.J.A.C. 6A:14.
20. The Agency/Service Provider shall not charge the Board for "no shows".
21. Annuals must include the following individuals at minimum for the annual meeting:
 - i. Parent
 - ii. Regular Education Teacher
 - iii. Special Education Teacher
 - iv. Case Manager
 - v. Therapist

21. All Service Plans shall contain specific Goals and Objectives based on the individual child's needs. The determination of an individual child's needs shall be based on a variety of factors, including, but not limited to, evaluations (formal and informal), parent interview(s), teacher(s) interview, and on-site observations of the child other than in a testing situation and/or one-on-one situation.
22. Should any student be found not eligible or Parent refuses services, the Agency/ Service provider must identify all services that are being refused or found not eligible. This should include but not limited to Educational Services, Speech Services, OT/PT services.
23. The Agency/Service Provider shall be solely responsible for collecting any and all data required for Medicaid reimbursement and/or other State and/or Federal and/or grant reimbursement (if applicable) and holding/attending meetings in accordance with Medicaid (SEMI) regulations.
24. The Board will retain a portion of the six percent (6%) administrative fee allowed by the New Jersey Department of Education regulations, for the reimbursement of salary and benefit costs for personnel and consultants utilized to monitor and review the services herein.
25. The Agency/Service Provider is required to purchase REALTIME education software at their expense and provide the Board with access to REALTIME. Moreover, the Agency/Service Provider is responsible for any and all costs associated with REALTIME and assuring that the REALTIME system is customized to provide Service Plans, ISIP's (Individualized Service Improvement Plans), and Speech Only Service Plans. Said Plans will be in a form to the complete satisfaction and accepted by the district and attached hereto as Exhibit "A".

Requirements for Procedures for ALL PROGRAMS:

1. Copies of Initial Evaluations, Re-Evaluations, and Annual Reviews shall be provided, in accordance with regulations prescribed by the New Jersey Administrative Code, via certified mail to:
 - a. The parents/legal guardians of the child in question, with a copy of the transmittal letter to the Supervisor of 192/193;
 - b. The school attended by the child in question, with a copy of the transmittal letter to the Supervisor of 192/193; and
 - c. The Supervisor of 192/193.
2. Interim Reports of services shall be provided by the Agency/Service Provider, on a monthly basis, to the Supervisor of 192/193, at no additional charge.
3. The Board agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education. No additional funds shall be required.

C. Qualifications

1. Each provider shall submit, with his proposal, a copy of a valid and active prequalification/classification letter issued by the Department of Education, Approved Clinics Agencies, of the State of New Jersey. Any proposal submitted to a School Board under the terms of New Jersey Statutes not including a copy of a valid and active "prequalification/classification", shall be rejected as being non-responsive to proposal requirements.

2. The Lakewood Board of Education, through its authorized agent, shall upon completion of the contract report to the State agency listed on the prequalification/classification letter as to the contractor's performance if the contractor is then in default.
3. The provider must have successful experience providing similar programs, preferably in the State of New Jersey, for at least five (5) years. Must provide evidence of all compliance and district requests.
4. Each provider shall submit, with his/her proposal, a copy of a valid and current New Jersey Business Registration Certificate.

D. Contract Period

Services for 193 will run from July 1, 2016 through June 30, 2017 with a potential option for two additional 1- year renewals as permitted by state law at the discretion of the Board of Education.

E. Coordination of activities

Tobree Mostel, Supervisor of 192/193 and all New Grants; 732-901-2708,
tmostel@piners.org

F. Fee Schedule-Payment

1. The Board agrees to pay the Agency/Service Provider the sum provided by the State of New Jersey, Department of Education per case. Payment shall be made within sixty (60) days of presentation of the Evaluations or Annual Review to the Supervisor of 192/193 of the evaluations, a copy of the transmittal letter to the parent(s)/guardian(s) of the child in question, as well as to the school, wherein the child attends, and a meeting as discussed below.

G. Presentation Package - (Evaluative Criteria)

All proposals will be judged on the basis of the Lakewood Board of Education's pre-determined, merit-based evaluative criteria as outlined within the RFP and Technical Specifications. The criteria are:

- I. Technical Criteria
- II. Management Criteria

H. Evaluation Process – Weighting and Scoring of Proposals

The weighting of criteria below reflects the district's determination of the respective significance in relationship to each of the criteria areas contained herein. The proposals will be evaluated and scored accordingly.

All RFP responses are to be evaluated on the basis of whose response is the most advantageous to the district, and whose response will provide the highest quality of service.

The Board of Education will use a one hundred (100) point system in evaluating all proposals. The criteria to be evaluated are identified below:

	<u>Category</u>	<u>Value Points</u>
I.	Technical Criteria	45%
II.	Management Criteria	55%
		100%

Technical Criteria

Respondents should list all services to be rendered and explain in detail on how they will provide said services. Respondents shall also provide evidence of how services of a similar type were provided to other public and private schools in New Jersey. Success stories only please. Respondents, by submitting a proposal, acknowledged they fully understand the scope of service and work connectivity to be performed. Respondents are to provide evidence of any innovative and/or successful approach in providing the services requested.

1. The respondent shall submit a full description of the business organization to include, but not limited to:

- a. Provide evidence of approval by the NJDOE to provide services in all 193 evaluation services including writing service plans including individualized Goals and Objectives
- b. Provide 193 evaluation and determination services for the duration outlines by the BOE.
- c. Company's proposal acknowledges that the district may hold up to 6% for the administrative fee
- d. Ability to meet the guidelines of 407-1 submissions as outlined by the BOE.
- e. Company's proposal provides evidence of ability to complete functional assessments of academic performance as well as the ability to complete meetings and observation as needed.
- f. Providing services pursuant to NJSA18A:46A-1 et seq, NJSA 18A:46-19.1 NJAC 6A:14et seq.
- g. Meet all requests for state reporting.
- h. Provide dedicated staff between 8am-4pm Monday –Friday;
- i. Provide bills in hard copy as well as on USBs as well as meet roster and billing deadlines.
- j. Providing any and all audit material required by the state.

- k. The company's proposal provides evidence of using/purchasing Realtime systems in order to complete work

Management Criteria

Business organization

The respondent shall submit a full description of the business organization to include, but not limited to:

- a. Name, address, phone, fax, website, email address and other information of the professional firm or individual;
- b. An organizational chart noting the names of all principals and partners;
- c. Resumes of key staff members that will be assigned to provide the requested services;
- d. Any other information concerning the company that would assist the District in the evaluation process, and
- e. Successful experience performing the work outline in RFP

Qualifications; Relevant Experience

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the Lakewood Board of Education in the evaluation and selection process. Such documentation shall include, but not be limited to:

- a. Evidence detailing employees that have 5+ years of experience in the field of instructional services in at least 3 public or nonpublic schools;
- b. Employees have license(s) and/or Certificate(s) of any and all instructional staff providing services.
- c. Criminal background checks for their staff.
- d. Provider is an approved vendor listed on the state website for this scope of services.

Evaluation of Proposals - Evaluation Committee

A committee has been selected to evaluate proposals that have been submitted. Committee members are familiar with the need for services to be performed in the request for proposal.

Committee members will be identified in the final report submitted to the District and also in the award of contract resolution.

In accordance with the Office of State Comptroller's publication "Best Practices for Awarding Services Contracts"

Section 4 – (*The Need for an Evaluation Committee*), it has been determined that the evaluators:

- "... are sufficiently qualified to evaluate the strengths and weaknesses of the proposals submitted."
- "... have the relevant experience necessary to evaluate the proposal;" and
- "... are familiar with the need for the services to be performed in the request for proposals."

Thaddeus Thompson, School Business Administrator, Board Secretary, Purchasing Agent will review and evaluate all proposals as they pertain to the procurement process.

I. Award of Contract

It is the intention of the Lakewood Board of Education to award **up to four (4) contract(s)** for the providing of services to the respondent/respondents whose response is the most advantageous to the Lakewood Board of Education; and who will provide the highest quality service. **A minimum score of 75 shall be necessary for consideration.**

J. Contract

The following contract **shall be executed** by each successful respondent. Per N.J.S.A 18A:18A-4.5, **there shall be no negotiations of any proposal or the contract to be executed.**

AGREEMENT

(Chapter 193 and Preschool Evaluation & Determination of Eligibility)

This Agreement is made the _____ day of 2016 for services by and between the Lakewood Board of Education ("the "Board"), whose address is 200 Ramsey Avenue, Lakewood, New Jersey 08701, and -----, (the "Contractor"), whose address is -----.

WITNESSETH:

WHEREAS, the Board desires to contract with the Contractor, to provide Nonpublic School Services Chapter 193 and Preschool Evaluation & Determination of Eligibility Services, described in detail below; and

WHEREAS, the Board advertised for proposals for 2015-2016 Contracted Professional Services for Nonpublic School Chapter 193 Evaluation & Determination of Eligibility; and

WHEREAS, the Contractor submitted qualifications for the Services and possesses the necessary skills and qualifications to contract with the Board to provide said Services; and

WHEREAS, on -----, 2016, the Board passed a resolution awarding such services to the Contractor; and

WHEREAS, it is the intention of both the Board and the Contractor to enter into an Agreement whereby the Contractor will provide the Services to students identified by the Board in accordance with applicable Federal and State law as well as the terms and conditions outlined in this Agreement; and

NOW, THEREFORE, the Contractor and the Board, for the mutual promises and consideration herein specified, do-mutually covenant and agree as follows:

1. Scope and Nature of Services

The Contractor agrees to provide services to the Board for Nonpublic School Services Chapter 193 and IDEA Preschool Evaluation & Determination of Eligibility, (hereinafter the "Services"). Upon written request from the Board's Coordinator of Nonpublic School Services, the Contractor shall provide Examination and Classification, including Initial Evaluation, Reevaluation, and Annual Reviews for all eligible children enrolled in nonpublic schools in the School District, Contractor shall create Service Plans, ("SP"), for each eligible student based upon individual assessment with additional documentation and input provided by the third party contractor providing educational services to the respective student, as applicable, in accordance with and described by the Program Requirements, attached hereto as Exhibit A, the Board's Resolution dated -----, 2016, attached hereto as Exhibit B (hereinafter the "Services"), and the specifications for the Services issued by the Board (Proposal No. CC 04-1617). Speech evaluation services shall be made part of, and included in, all such evaluations covered herein, as necessary, at no extra charge. The schools in which Contractor shall provide all services are set forth in Exhibit C, attached hereto.

2. Term

The Board engages the services of the Contractor and the Contractor agrees to provide all services as noted above for the period commencing July 1, 2016 and ending June 30, 2017, unless otherwise terminated. Thereafter, this Agreement is subject to a two (2) one-year extensions at the District's option subject to the conditions set forth herein. Any price change included as part of an extension shall be in effect only after negotiation with, and approval by, the Board of Education and shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension, and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and the terms and conditions of the contract remain substantially the same, in accordance with the provisions of N.J.S.A. 18A:18A-42(o).

3. Compensation

A. The Board shall pay the Contractor for the actual Services provided at the per pupil payment rates established for the 2016-2017 school year by the State of New Jersey Department of Education for each case, less an amount equal to 6% representing an administrative fee which shall be retained by the District. Contractor shall only be entitled to be paid for Services actually rendered consistent with the Federal and State rules, regulations and authorized regulatory guidance applicable to the provision of the Services.

2015-2016 Per Pupil Rates for Chapter 193 Evaluations:

i. Initial Assessments	\$1,192.23 (less 6% Administrative Fee = \$1,120.70)
ii. Re-evaluations	\$1,192.23 (less 6% Administrative Fee = \$1,120.70)
iii. Annual Reviews	\$341.62 (less 6% Administrative Fee = \$321.12)

B. The Contractor shall only be paid for actual services rendered in accordance with this Agreement. Contractor shall not be entitled to compensation unless the Contractor actually provides the Services, e.g., the Contractor shall not be entitled to compensation if the Contractor is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Contractor, its officers, agents, employees and subcontractors. Also the Contractor shall not charge the District for "no shows".

C. The Contractor shall submit duly verified invoices along with a Monthly Expenditure Report to the Board on a monthly basis. The monthly invoice must include the number of students evaluated/re-evaluated,

Service Plans prepared, and the school attended by the student and other documentation as requested by the Board to ensure compliance with the Services. Invoices providing the required documentation shall be presented to the Board of Education following audit and inspection by the District's authorized representative pursuant to N.J.S.A. 18A:19-1 *et seq.*, and proper execution by the Contractor of school vouchers and other documents which may be required for the proper fiscal management of the Services consistent with Federal and State law. The Board shall, in no instance, pay interest, penalty or late fees.

D. The Board will endeavor to release payment to the Contractor in the month succeeding that in which the monthly, verified invoice is submitted and approved by the Administration, so long as the required documentation, including invoice, voucher and any requested supporting documents, have been provided to the District's Business Office by the 15th of the month succeeding that in which the Services were performed. Notwithstanding, and in addition to, any payment requirements set forth herein, final bills for Services rendered under this Agreement shall be submitted by August 1st of the fiscal school year succeeding the expiration of this Agreement for any Services performed in the month or months prior, to allow the District to review the payment request and release payment after a final accounting of Services and funds has been completed.

E. In the event the Board reasonably requests additional information in order to confirm an amount claimed on the Monthly Invoice, Contractor agrees to provide same within five (5) working days of the request, or as soon thereafter as is possible. The Board/Administration will provide Contractor with written correspondence explaining its reason for disputing a particular payment amount.

4. Budget

A. This Agreement is subject to the costs outlined in the "Budget" attached hereto as Exhibit D. The "Budget" outlines costs for the Services, administration of the Services, and per student amounts for the Services. All Services provided must be within the allowable costs permitted by the Federal and State for the provision of Services to students enrolled in nonpublic schools.

B. Contractor shall provide Board with Monthly Expenditure Reports providing all actual, approvable, reasonable and allowable expenditures with supporting documentation with receipts available for inspection at any time by the Board.

5. Availability of Funds

The parties recognize that payments by the District to the Contractor under this Agreement are expressly dependent upon, and subject to the availability to the District of State and/or Federal funds. The Contractor is aware that the District's receipt of State and/or Federal funds is expressly conditioned upon allocation, review and approval by the New Jersey State Department of Education. If the District, for any reason, does not receive sufficient funds to make the required payments under this Agreement, it shall not be considered a Breach of the Agreement by the District and the parties, shall immediately begin negotiations to modify this contract taking into account the availability of funds, which may include the termination of the Agreement, if necessary.

6. Termination

The Services herein may be terminated upon five (5) days written notice by the Board or the Contractor to the other party. The Board's right to terminate this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the Board pursuant to this Agreement or as may exist at law or in equity, including, but not limited to specific performance.

7. Licensure

The Services shall be provided only by individuals holding the appropriate licensure to undertake the Services. The Contractor shall provide the Board, if requested, with copies of documentation confirming that Contractor and anyone providing the Services on behalf of the Contractor has the certifications, licenses, skills and experience necessary to provide the Services. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.

8. Secular Program

The Services shall comply with all federal and State laws and regulations regarding the secular nature of the programs receiving public funding. It is understood that a violation of this provision shall be deemed a breach of this Agreement and shall be the basis for termination.

9. Program Performance

A. Contractor shall perform all of the services consistent with the Program requirements for Chapter 193 Evaluations and the Individuals with Disabilities Education Improvement Act, Basic Flow-Through and Preschool Flow-Through.

B. Contractor shall inform the Board, in writing of all conditions that may negatively affect the performance of Services as soon as they are known. The disclosure shall be accompanied by a statement of the action taken or contemplated by the Contractor to correct the problems and when corrective action was, or will be, taken. Board representatives may make site visits to inspect the Services and to review the Contractor's books and records relating to the provisions of the Services, review program effectiveness and may interview any officials and/or employees whose work involves the performance of this Agreement or compliance with its terms.

C. All services to be provided under this Agreement shall be in accordance with the specifications contained within the request for proposals for such services, as issued by the Board of Education, and in the Contractor's response to same, both of which shall be considered by the parties to be attached to this Agreement as Exhibit F.

10. Criminal History Background Check

Contractor shall ensure that a Criminal History Background Check conducted by the New-Jersey Department of Education has been completed for anyone providing the Services hereunder as required by N.J.S.A., 18A:6-7.1 et seq. prior to the commencement of Services for the Agreement. Contractor shall provide proof to the Board that no disqualifying record information exists as a condition precedent to the provision of services by anyone providing services pursuant to this Agreement. In the event Contractor fails to comply with the Criminal History requirement, Board may, in its sole and absolute discretion, immediately terminate the Agreement, notwithstanding any other notice, default and termination provisions herein. The cost of any such background check shall be borne by the Contractor and/or its employees.

11. Compliance with Laws

The Contractor shall comply with, and require that anyone providing the Services on behalf of the Contractor comply with, all applicable requirements of Local, County, State and Federal authorities, all applicable Local, County, State and Federal-laws, rules, ordinances, regulations and codes and all Board

policies, now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of the Agreement. The Contractor and anyone providing the Services on behalf of the Contractor shall, without limitation of the aforementioned, comply with the (a) the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA), (b) the confidentiality requirements of N.J.A.C. 6A:32-7.1, *et seq.*, and the Family Education Rights Privacy Act, 29 U.S.C. 1232g, and (c) the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, N.J.S.A. 10:5-31, *et seq.*, N.J.A.C. 17:27-1.1 *et seq.*, N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1, *et seq.*, Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, the Individuals with Disabilities Education Improvement Act, Part B ("IDEA"), 20 U.S.C. 1400 *et seq.*, Education Department General Administration Regulations (EDGAR) 34 CFR Parts 74-82 and 97-99, and N.J.S.A. 18A:46-19.1, *et seq.* (Chapter 193 Laws of 1977), N.J.A.C. 6A:14-4.9 and any and all rules, waivers, regulatory guidance and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.

The failure to comply with any and all Local, County, State or Federal Law, rule, ordinance, regulation, code or Board policy shall be grounds for immediate termination of this Agreement at the Board's discretion, upon 30 days' notice to the Contractor. In addition, all Services provided under this Agreement must supplement, rather than supplant, student instructional services and programs. Should any Services provided under this Agreement be deemed by any State or Federal agency or authority to be non-compliant with State or Federal laws and/or regulations, Contractor agrees to refund to the Board any amounts paid to the Contractor for such non-compliant Services.

12. Confidentiality

In providing Services to the Board, Contractor acknowledges and agrees that it may acquire information that is confidential or proprietary in nature. Contractor agrees that it will not publish, disclose or use pupil records without prior written consent of the District or as otherwise provided by law to anyone other than its employees or agents who must have access to such Confidential Information to perform its obligations hereunder, which employees or agents are subject to strict confidentiality obligations in strict accordance with N.J.A.C. 6A:32-7.1, *et seq.*, and the Federal Family Education Rights and Privacy Act.

13. Independent Contractor/Assignment

A. The parties agree that the Contractor and anyone providing the Services on behalf of the Contractor is an independent Contractor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Contractor and anyone providing the Services on behalf of the Contractor shall at all times remain in an independent Contractor relationship with the Board. The Board assumes no responsibility for the payment of compensation except as set forth herein and shall not be responsible for the payment or provision of wages, benefits or taxes or pension contributions of Contractor or any employees of the Contractor. Contractor represents that he/she/it is not an employee of the Board according to the rules and regulations of the New Jersey State Department of Treasury, Division of Pensions and Benefits. Should a court or agency of competent jurisdiction determine that Contractor's services, or the services of its employees, do not qualify it or its employees as independent contractors, Contractor shall indemnify and hold the board, its employees and agents, collectively and individually, harmless for any back taxes, pension contributions, benefit payments, etc., for which the Board may be held responsible

B. The rights and responsibilities under this Agreement party may not be assigned, transferred, hypothecated or otherwise delegated its duties or monies to come due hereunder, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the Board.

14. Limitation on Liability/Indemnification

A. The Contractor shall defend, indemnify, and hold harmless the Board, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, including, but not-limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from: (a) any intentional or negligent act, error, or omission or failure of the Contractor arising out of or relating to the terms of this Agreement by the Contractor or anyone performing the Services on behalf of the Contractor; (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Contractor or anyone performing the Services on behalf of the Contractor; and (c) the Contractor's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Contractor's Services.

B. In carrying out provisions of this contract or in exercising any power or authority granted them by their position, there shall be no liability upon the Board and his authorized representatives or assistants, either personally or as officials of the Board, it being understood that in such matters they act as agents and representatives of the Board.

15. Insurance Requirements

A. Contractor shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:

- i. Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to injury or death of a single person and Two Million Dollars (\$2,000,000.00) in the aggregate, and One Million Dollars (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00), Fire Damage Insurance in an amount of not less than Fifty Thousand Dollars (\$50,000.00) and Medical Expense Insurance in an amount of not less than Five Thousand Dollars (\$5,000.00); and
- ii. Workers Compensation Insurance coverage in the minimum amount required by the specifications for the Services as follows: Employer's Liability Insurance coverage in an amount not less than One Million Thousand Dollars (\$1,000,000.00) for bodily injury caused by accident or disease and One Million Dollars (\$1,000,000.00) per occurrence for automobile liability or in the statutory amount, whichever is greater; and
- iii. Professional Liability Insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to a single claim and Three Million Dollars (\$3,000,000.00) in the aggregate, which the Contractor shall maintain for no less than six (6) years following completion of Services.

B. No later than the execution of this Agreement, and upon the Board's reasonable request from time to time, the Agency shall provide to the Board a certificate of insurance evidencing the coverage set forth above from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Agency shall also provide, upon the Board's request, full and complete copies of the insurance policies required above.

C. The coverage set forth above shall name the Lakewood Board of Education as an additional insured under any policies required to be provided pursuant to this section.

16. Default

In the event the Contractor fails to provide any of the Services or fulfill any of its responsibilities required under this Agreement, the Contractor shall be deemed to be in default of this Agreement and the Board shall be entitled to maintain any and all actions and effect any and all remedies available to it in equity and in law. The parties may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the breach within thirty (30) days of written notice of such breach, or if the nature of the cure is such that it reasonably requires more than thirty (30) days, if the Board commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

17. Notices

For the Board:

Lakewood Board of Education
200 Ramsey Avenue
Lakewood, New Jersey 08701
Attention: School Business Administrator
With a copy to:

Board Attorney -

For the-Contractor:

18. Dispute Resolution

Any and all claims, disputes or other matters in question between the Board and Contractor arising out of or relating to the Agreement, or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venue in Ocean County, New Jersey. The Contractor hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial- by jury. This waiver is knowingly, intentionally and voluntarily made by the Contractor. If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration of such disputes and the dispute directly or indirectly relates to the Agreement, then" the Contractor agrees that the Contractor can be joined as a party to such an arbitration with respect to matters related to such arbitration. Any and all disputes which exist only between the Board and Contractor, or among the Board, Contractor and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section.

19. Non-Collusion

Contractor has not, directly or indirectly, entered into any agreement or participated in any collusion in connection with the Agreement in violation of New Jersey State law, and warrants that no person has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor.

20. Business Registration

Contractor shall remit a copy of its Business Registration Certificate to the Board concurrent with its execution of this Agreement.

21. Pay-to-Play

The Contractor shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. and shall submit the required Disclosure forms to the Board prior to the execution of this Agreement within the time required, by law.

22. Records Maintenance and Retention

The Contractor and anyone providing the Services on behalf of the Contractor shall retain any and all records in accordance with the applicable School District Retention Schedule promulgated by the New Jersey Division of Archives and Records Management. Any and all records, progress reports, notes and other documents related to the provision of the Services shall be immediately provided to the Board upon request.

23. Audit and Inspection

The Contractor shall maintain all records pertaining to the Services under this Agreement in accordance with the then applicable New Jersey State Records Retention Schedule and agrees that the Board and federal and state authorities and their respective auditors shall have the right to examine all books, records and documents pertaining to the Services and charges provided under this Agreement and shall provide copies of all requested documents upon request.

24. Sales and Use Tax

The Contractor shall collect and remit to the New Jersey Director of the Division of Taxation in the Department of Treasury, the use tax due; pursuant to the "Sales and Use Tax Act," P.L. 1966, C. 30 (C.54:32:B-1 et seq.) on all of their sales of tangible personal property delivered into the State of New Jersey, regardless of whether the tangible personal property is intended for a contract with a contracting agency. This tax shall be remitted for the term of the Agreement.

25. Law Against Discrimination (LAD)

The Parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon them. Pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4, during the performance of this Agreement, the Provider agrees as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the

employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise,' minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

All complaints of violation of the above shall be made to the Attorney General or his representative within the Department of Law and Public Safety authorized by him to act in the matter, within one hundred eighty (180) days after the date the alleged violation occurred.

26. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees to comply with the terms of the Mandatory Equal Employment Opportunity Language annexed hereto as Exhibit E and incorporated as if set forth herein.

27. Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, insurrection, severe or adverse weather conditions, lack or shortage of electrical power not due to the fault of the non-performing party, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed. In the event Contractor is unable to perform Services as a result of a Force Majeure, Contractor shall endeavor to provide make-up days at the affected school locations at the rates set forth in Section 3, provided that the parties mutually agree, in writing that such make-up days are necessary for the proper provision of Services to students as set forth herein. If the Force Majeure event continues beyond fifteen (15) days, either party may cancel this Agreement immediately upon written notice to the other party so long as the event is continuing as of the date of cancellation.

28. Entire Agreement

This Agreement incorporates the parties' entire agreement and complete understanding concerning the terms and conditions of the Contractor's retention by the Board. This Agreement may not be modified or

amended in whole or in part except by agreement of both parties and by Board ratification.

29. Legal Counsel

The Contractor acknowledges that he has been informed of his right to be represented by legal counsel regarding the negotiation, development, and approval of this Contract and that the Board's legal counsel does not represent the Contractor in the matter.

30. Subcontracting and Assignment

a. The Contractor shall not subcontract and/or assign Services to be provided pursuant to this Agreement without prior written approval from the District.

b. In the event that such approval is given by the District, all subcontracts entered into by the Provider shall include a provision whereby the Subcontractor acknowledges its obligation to make all pertinent records available to the School District, the Department of Education, and any federal agency whose funds are expended in the course of this Agreement, as necessary, and that the Subcontractor agrees to abide by the terms of this Agreement to the extent practicable.

31. Amendment

The Contractor agrees to amend this Agreement as required by the Board in order to comply with any applicable law, as may be necessary. In all other cases, the Agreement shall not be amended except via written instrument signed by both parties after Board ratification.

32. Governing Law

This Agreement shall be construed in accordance with the provisions of the laws of New Jersey.

33. Compliance with School Ethics Act

Contractor represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing Services on its behalf are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Act, N.J.S.A. 18A:12-21, et seq., and N.J.A.C. 6A:28-1.1, et seq.

34. Incorporation of Proposal Specifications.

The contract requirements and Contractor's response thereto, as more fully set forth in the response and the Proposal Specifications and General and Technical Conditions, and related attachments, as advertised for the Services herein, shall be considered attached to this Agreement as an exhibit as if fully set forth herein and shall have the same effect as if contained within a contractual provision in this Agreement.

35. Facilities

In accordance with the Proposal Specifications and Contractor's response thereto, it is the Contractor's responsibility to ensure that appropriate space is available for the provision of the Services. No additional compensation will be provided to Contractor for such space.

36. Subject to Board Approval

This Agreement is subject to the approval of the Lakewood Board of Education. Upon such approval, the Board President, or his designee, is authorized to sign the Agreement on behalf of the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

For the Contractor

For the Board:

EXHIBIT A

PROGRAM REQUIREMENTS AND ADDITIONAL CONDITIONS

1. The Contractor shall provide Evaluation and Determination Services, including initial evaluation, re-evaluation and annual reviews, services to the Board for all eligible children enrolled in nonpublic schools in the District, upon receipt of a written request from the 192/193 Office. Such services shall be rendered pursuant to, and in accordance with, N.J.S.A. 18A:46-19.1, et seq., and any and all rules and regulations promulgated thereunder by the State Board of Education and/or the Commissioner of Education.
2. The Contractor shall create an Individualized Service Program, ("ISP"), for each eligible student based on documentation supplied to the Contractor from the District or one of its third-party vendors and in accordance with the requirements set forth herein.
3. The Contractor shall appoint one (1) individual who will be assigned to monitor the rendering of the services herein and to be the sole point of contact to the Board, at no additional charge. Said, individual shall be available to respond to any inquiries five (5) days per week between the hours of 8:00 A.M. and 1:00 P.M. for any and all information/documentation requested by the Board. The Contractor shall provide the name and telephone number of said individual.
4. The Contractor shall prepare, provide, and manage the submission of any and all required application forms including, but not limited to, "Form 407-1" to the required State agencies, in a timely fashion, if such forms have not been prepared by the District.
5. The scheduling of the services herein shall be coordinated by the Contractor with a confirmation letter forwarded to the parent(s)/legal guardian(s) of the child in question, and the District's Supervisor of Chapter 192/193, at no additional charge.
6. Within the time limits prescribed by the New Jersey Administrative Code, ten (10) days prior to the meeting, the Contractor will create and establish a meeting date to be held in Lakewood, New Jersey, in an appropriate public setting, to discuss the results of the evaluation(s) with written notice provided to the parent(s)/legal guardians(s) of the child in question, the school attended by the child in question, and the Supervisor of Chapter 192/193, at no additional charge, in accordance with N.J.A.C. 6A:14-2.3(k)(2) or 3.6(c).
7. The Contractor will prepare, complete, and forward to the Supervisor of Chapter 192/193, in a timely fashion to meet district and state deadlines, any and all forms required by the State of New Jersey, at no additional charge. Same will be "ready" to be directly transmitted to the State of New Jersey.
8. The Contractor shall provide, upon request, with such reports and/or documentation/information requested by the Supervisor of Chapter 192/193, at no additional charge.
9. Any and all evaluations will include, but not be limited to, a functional assessment of academic performances, and, when necessary, appropriate behavior, a structured in-class observation; an interview with the teacher(s) and parent(s)/legal guardian(s) of the child in question, with same being conducted by a duly licensed learning consultant, social worker and/or psychologist, as required by law.

10. The Contractor shall provide to the Chapter 192/193 Office, the name(s) of no less than three (3) learning consultants, three (3) social workers and three (3) psychologists who will be utilized to perform the services envisioned herein. The Board retains the absolute right of discretion as to who shall perform said services and may reject any and all of the name(s) provided.

11. If required, in addition to Learning, Social, and Psychological Evaluations, the following will be provided at the sum provided by the State of New Jersey Department of Education per case; Neurological, Psychiatric, Audiological, Speech and Language Assessment, Occupational Therapy, Physical Therapy and other evaluations as deemed appropriate.

12. No evaluations will be scheduled without written assurance by the Contractor that the sum to be assessed is in accordance with State guidelines, less 6% for administrative purposes.

13. Each Initial Evaluation shall include at least an Educational Assessment and Psychological Assessment with additional assessments as deemed appropriate and must be completed within ninety (90) days of receiving the completed 407-1 Form from the Chapter 192/193 Office.

14. Each Re-Evaluation shall be completed in accordance with N.J.A.C. 6A:14-3.8 and shall be completed within sixty (60) days of receiving the completed 407-1 Form from the Chapter 192/193 Office.

15. Each Annual Review shall be completed in accordance with N.J.A.C. 6A:14-3.7(a) and shall be completed within thirty (30) days of receiving the completed 407-1 Forms from the Chapter 192/193 Office.

16. The Contractor shall not charge the Board for "no shows," i.e., students who do not appear for the evaluation.

17. All Service Plans shall contain specific goals and objectives based on the individual child's needs. The determination of an individual child's needs shall be based on a variety of factors, including, but not limited to, evaluations (formal and informal), parent interview(s), teacher interview(s), and on-site observations of the child other than in a testing situation and/or one-on-one situation.

18. Should any student be found not eligible or the parent refuses services, the Contractor must identify all services that are being refused or found not eligible. This should include, but not be limited to, Educational Services, Speech Services and OT/PT services.

19. The Contractor shall be solely responsible for collecting any and all data required for State, Federal Medicaid and/or grant reimbursement, (if applicable) and holding/attending meetings in accordance with Medicaid (SEMI) regulations (as applicable).

20. The Board will retain the six percent (6%) administrative fee allowed by New Jersey Department of Education regulations, for the reimbursement of salary and benefit costs for personnel and consultants utilized to monitor and review the services herein.

21. Copies of Initial Evaluations, Re-Evaluations, and Annual Reviews shall be provided, in accordance with regulations prescribed by the New Jersey Administrative Code, via certified mail to: (a) the parents/legal guardians of the child in question, with a copy of the transmittal letter to the Supervisor of Chapter 192/193; (b) the school attended by the child in question, with a copy of

the transmittal letter to the Supervisor of Chapter 192/193; and (c) the Supervisor of Chapter 192/193.

22. Interim reports of services shall be provided by the Contractor on a monthly basis to the Supervisor of Chapter 192/193 at no additional charge.

23. The Contractor agrees to purchase REALTIME education software at their own expense and provide Board with access to same. Moreover, the Contractor is responsible for any and all costs associated with REALTIME and assuring that the REALTIME system is customized to provide Service Plans, ISPs, and Speech Only Service Plans.

24. Contractor will fully indemnify the Board for any adverse audit findings that impact the amount the Board receives for state and/or federal aid if the reduction in state or federal aid is due solely, or substantially in part, to Contractor's conduct (and that of its employees, agents, and/or servants) and not to the Board's design or implementation of the program.

EXHIBIT B

Resolution

The Lakewood Board of Education received Competitive Contract CC 04-1617 for Chapter 193 Evaluation & Determination for the 2016-2017 school year on _____, 2016 and the committee evaluated them as follows:

Vendor	Score #1	Score #2	Score #3	Average
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Move that the Board of Education award CC03-1617 Chapter 193 Evaluation & Determination to _____based on the State Rate less 6% Administrative fee per evaluation per student.

EXHIBIT C

SCHOOLS IN WHICH SERVICES ARE TO BE PROVIDED:

School Name

EXHIBIT D

BUDGET

2015-2016 Per Pupil Payment Rates* for 193 Evaluations, as established by the New Jersey Department of Education:

i.	Initial Assessments	\$1,192.23 (less 6% Administrative Fee = \$1,120.70)
ii.	Re-evaluations	\$1,192.23 (less 6% Administrative Fee = \$1,120.70)
iii.	Annual Reviews	\$341.62 (less 6% Administrative Fee = \$321.12)

*Compensation to be paid for Services shall be the rates established by the Department of Education for any given year less 6%, representing the administrative fee to be retained by the District, as set forth in this Agreement.

EXHIBIT E

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31, et seq., (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS During

the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training) including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three-documents:

1. Letter of Federal Affirmative Action Plan Approval;
2. Certificate of Employee Information Report; or
3. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall, furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

LAKESWOOD BOARD OF EDUCATION

Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701

Proposal Form

CHAPTER 193 EVALUATION AND DETERMINATION SERVICES

Proposal No. **CC 04-1617** Proposal Date: **Friday, June 3, 2016 @ 10:00 A.M.**

I/we hereby submit the following proposal for CHAPTER 193 EVALUATION AND DETERMINATION SERVICES, and **certify that we will accept as payment in full for all services required herein, the sum provided by the State of New Jersey less 6% which shall be retained by the local district:**

Name of Company _____

Address _____

City, State, Zip _____

Telephone No. _____ Ext. _____ Fax No. _____

E-Mail : _____

Tax ID No. _____

Authorized Agent _____ Date _____

Authorized Signature _____ **Date** _____

LAKEWOOD BOARD OF EDUCATION
Business Office
200 Ramsey Avenue
Lakewood, New Jersey 08701



Competitive Contracting PROPOSAL DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the Proposal package – Failure to submit the Proposal documents and other documents so specified may be cause to reject the Proposal for being non-responsive (N.J.S.A. 18A:18A-2(y)).



Thaddeus Thompson
School Business Administrator
Board Secretary

To be completed, signed below and returned with proposal.

CHAPTER 193 EVALUATION AND DETERMINATION SERVICES

Acknowledgement of Addenda

Proposal Number CC 04-1617 Proposal Date: Friday, June 3, 2016 @ 10:00 A.M.

The Respondent acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of this contract. The Respondent shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NO.</u>	<u>ISSUING DATES</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

☐ **No Addenda Received**

Name of Company

Address

 P.O. Box

City, State, Zip Code

Name of Authorized Representative

Signature

 Date

To be completed, signed below and returned with proposal.

AFFIRMATIVE ACTION QUESTIONNAIRE

Proposal No. **CC 04-1617**

Proposal Date: **Friday, June 3, 2016 @ 10:00 A.M.**

This form is to be completed and returned with the proposal. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report. ☐ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "**NO**" to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract/compliance/

- Click on "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Public Contracts/EEO Compliance
P.O. Box 209
Trenton, NJ 08625-0002

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education within seven (7) days of the notice of the intent to award the contract or the signing of the contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

To be completed, signed below and returned with proposal.

Proposal No: CC 04-1617

Title: CHAPTER 193 EVALUATION AND
DETERMINATION SERVICES

Lakewood Board of Education
Business Office
200 Ramsey Avenue, Lakewood, NJ

**Chapter 271
Political Contribution Disclosure Form
(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Proposal No: CC 04-1617

Title: CHAPTER 193 EVALUATION AND
DETERMINATION SERVICES

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business
Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

¹ N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

P.L. 2005, c.271

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-1 et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

52:34-25 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for Proposals, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity Proposal thereon or negotiating therefor, to submit along with its Proposal or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: Ocean

State: Governor, and Legislative Leadership Committees

Legislative District #s: 9, 10, & 30

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Barnegat Light Borough	Jackson Township	Pine Beach Borough
Barnegat Township	Lacey Township	Plumsted Township
Bay Head Borough	Lakehurst Borough	Point Pleasant Beach Borough
Beach Haven Borough	Lakewood Township	Point Pleasant Borough
Beachwood Borough	Lavallette Borough	Seaside Heights Borough
Berkeley Township	Little Egg Harbor Township	Seaside Park Borough
Brick Township	Long Beach Township	Ship Bottom Borough
Dover Township	Manchester Township	South Toms River Borough
Eagleswood Township	Mantoloking Borough	Stafford Township
Harvey Cedars Borough	Ocean Gate Borough	Surf City Borough
Island Heights Borough	Ocean Township	Tuckerton Borough

Boards of Education (Members of the Board):

Barnegat Township	Lakehurst Borough	Plumsted Township
Bay Head Borough	Lakewood Township	Point Pleasant Beach Borough
Beach Haven Borough	Lavallette Borough	Point Pleasant Borough
Berkeley Township	Little Egg Harbor Township	Seaside Heights Borough
Brick Township	Long Beach Island	Seaside Park Borough
Central Regional	Manchester Township	Southern Regional
Eagleswood Township	Mantoloking	Stafford Township
Island Heights Borough	Ocean Gate Borough	Toms River Regional
Jackson Township	Ocean Township	Tuckerton Borough
Lacey Township	Pinelands Regional	

Fire Districts (Board of Fire Commissioners):

Brick Township Fire District No. 1	Little Egg Harbor Township. Fire District No. 1
Brick Township Fire District No. 2	Little Egg Harbor Township Fire District No. 2
Brick Township Fire District No. 3	Little Egg Harbor Township Fire District No. 3
Dover Township Fire District No. 1	Plumsted Township Fire District No. 1
Dover Township Fire District No. 2	
Jackson Township Fire District No. 1	
Jackson Township Fire District No. 2	
Jackson Township Fire District No. 3	
Jackson Township Fire District No. 4	
Lakewood Township Fire District No. 1	

To be completed, signed below and returned with proposal.

Contractor/Vendor Questionnaire/Certification

Proposal Number: **CC 04-1617**

Title: **CHAPTER 193 EVALUATION AND
DETERMINATION SERVICES**

Proposal Date: **Friday, June 3, 2016 @ 10:00 A.M.**

Name of Company _____

Street Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Systems in New Jersey

	<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the Lakewood Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the proposal, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

I certify that I am not an official or employee of the Lakewood Board of Education.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Lakewood Board of Education.

Vendor Contributions

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent (Print)

SIGNATURE

Lakewood Board of Education
STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: CC 04-1617

Respondent/Offeror: _____

PART 1: CERTIFICATION

RESPONDENTS MUST COMPLETE PART 1 BY CHECKING EITHER BOX
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Respondents must review this list prior to completing the below certification. Failure to complete the certification will render a respondent's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the respondent listed above nor any of the respondent's parents, prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the respondent and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____ Relationship to Respondent/Offeror _____	
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Respondent/Offeror Contact Name _____ Contact Phone Number _____	

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

To be completed, signed below and returned with proposal.

NON-COLLUSION AFFIDAVIT

Proposal No. CC 04-1617

**Title: CHAPTER 193 EVALUATION AND
DETERMINATION SERVICES**

STATE OF _____)
COUNTY OF _____) ss:

Proposal Date: Friday, June 3, 2016 @ 10:00 A.M.

I, _____ of the City of _____
in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of
Position in Company

the firm of _____ and the
Respondent making the Proposal for the above names contract, and that I executed the said Proposal with full
authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any
collusion, discussed any or all parts of this Proposal with any potential Respondents, or otherwise taken any
action in restraint of free, competitive proposals in connection with the above named Proposal, and that all
statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge
that the Board of Education of the City of Ocean relies upon the truth of the statements contained in said
Proposal and in the statements contained in this affidavit in awarding the contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,
except bona fide employees of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____
(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____,
Month Year

Print Name of Notary Public

NOTARY PUBLIC SIGNATURE

My commission expires _____ - Seal -
Month Day Year

RESPONDENT'S COMMENT FORM

Proposal No. CC 04-1617

Title: **CHAPTER 193 EVALUATION AND
DETERMINATION SERVICES**

Proposal Date: Friday, June 3, 2016 @ 10:00 A.M.

This form is for Respondent's use in offering voluntary alternates, or other comments intended to afford the Board information or opportunities to improve the quality of the project, without invalidating the Proposal. It may *not* be used to take exception to specific conditions of the project defined in the contract documents which the Respondent does not like. The Proposal provided must be based upon the plans and specs, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Respondent wishes to raise objection, this must be done at the Pre-Proposal meeting, or in writing to the Architect through the question process outlined in the Instructions to Respondents. Such inquiries will have response issued by addendum only, and the resulting decision circulated to all Respondents of record. Inquires raised too close to the Proposal date will not be able to be answered.

Name of Company _____

Address _____

City, State, Zip _____

Name of Authorized Representative _____

Signature _____ Title _____ Date _____

To be completed, signed below and returned with proposal.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

Proposal No. CC 04-1617

Title: **CHAPTER 193 EVALUATION AND
DETERMINATION SERVICES**

Proposal Date: Friday, June 3, 2016 @ 10:00 A.M.

Please check one type of Ownership, complete the form, and execute where provided.

- | | |
|---|---|
| ☐ <u>Corporation--</u> | ☐ <u>Limited Partnership--</u> |
| ☐ <u>Partnership--</u> | ☐ <u>Limited Liability Corp.--</u> |
| ☐ <u>Sole Proprietorship--</u> | ☐ <u>Limited Liability Partnership--</u> |
| ☐ <u>Sub Chapter S Corp.--</u> | ☐ <u>Other-_____</u> |

No corporation "or partnership" shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State or any county, municipality or school district, or any subsidiary or agency of the State, or by an authority, board or commission which exercises governmental functions, unless prior to the receipt of the Proposal or accompanying the Proposal of said corporation or said partnership, there is submitted a statement setting forth the names and all individual partners in the partnership who own a 10% or greater interest therein, as the case may be." If one or more such stockholder "or partner" is itself a corporation "or partnership", the stockholder holding 10% or more of that corporation "or partnership" the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be, continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

IT IS MANDATORY THAT THIS FORM BE COMPLETED AND SUBMITTED WITH PROPOSAL. In the event that there are no persons who own ten percent or more of the stock or ownership of the Respondent then such fact should be certified below as part of this disclosure.

Name of Company _____

Address _____

City, State, Zip _____

List of Owners with Ten Percent (10%) or More Interest

<u>Owner's Name</u>	<u>Home Address</u>	<u>Title/Office Held</u>	<u>Percent (%) of Partnership Shares Owned</u>

NOTE: If you need more space than that provided above, please use an extra sheet for furnishing the above required information for any remaining persons or entities.

(form continued on next page) →→→

To be completed, signed below and returned with proposal.

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (cont.)

If your firm is not a corporation and/or partnership, please explain below how your firm is organized and include a list of the various principals.

Our firm, _____, is organized

Names of Principals

Title

Use additional paper if needed. Check here ☐ if additional sheets are attached.

Name of Company_____

Address_____

City, State, Zip_____

Authorized Agent_____ **Title** _____

SIGNATURE OF AUTHORIZED AGENT

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Lakewood Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

(REVISED 4/10)

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract-compliance/pdf/aa302b.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
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4. COMPANY NAME:

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE, IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT

CITY COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER
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SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION D OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

14. IS THIS THE FIRST Employee Information Report Submitted?

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

13. DATES OF PAYROLL PERIOD USED
From To

1 YES ☐ 2 NO ☐

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

**INSTRUCTIONS FOR COMPLETING THE
EMPLOYEE INFORMATION REPORT (FORM AA302)**

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE) TO:

NJ Department of the Treasury
Division of Public Contracts Equal Employment Opportunity Compliance
P.O. Box 206

Trenton, New Jersey 08625-0206 Telephone No. (609) 292-5473

TO ALL RESPONDENTS:

REMINDER!

Did you sign all of the Proposal documents?

All Proposal documents returned to the Board shall be signed with original signatures. Please try to use **BLUE INK**.

The Board will not accept facsimile or rubber stamp signatures.

Failure to sign all Proposal documents may be cause for disqualification and rejection of the Proposal.

Thaddeus Thompson,
School Business Administrator
Board Secretary